

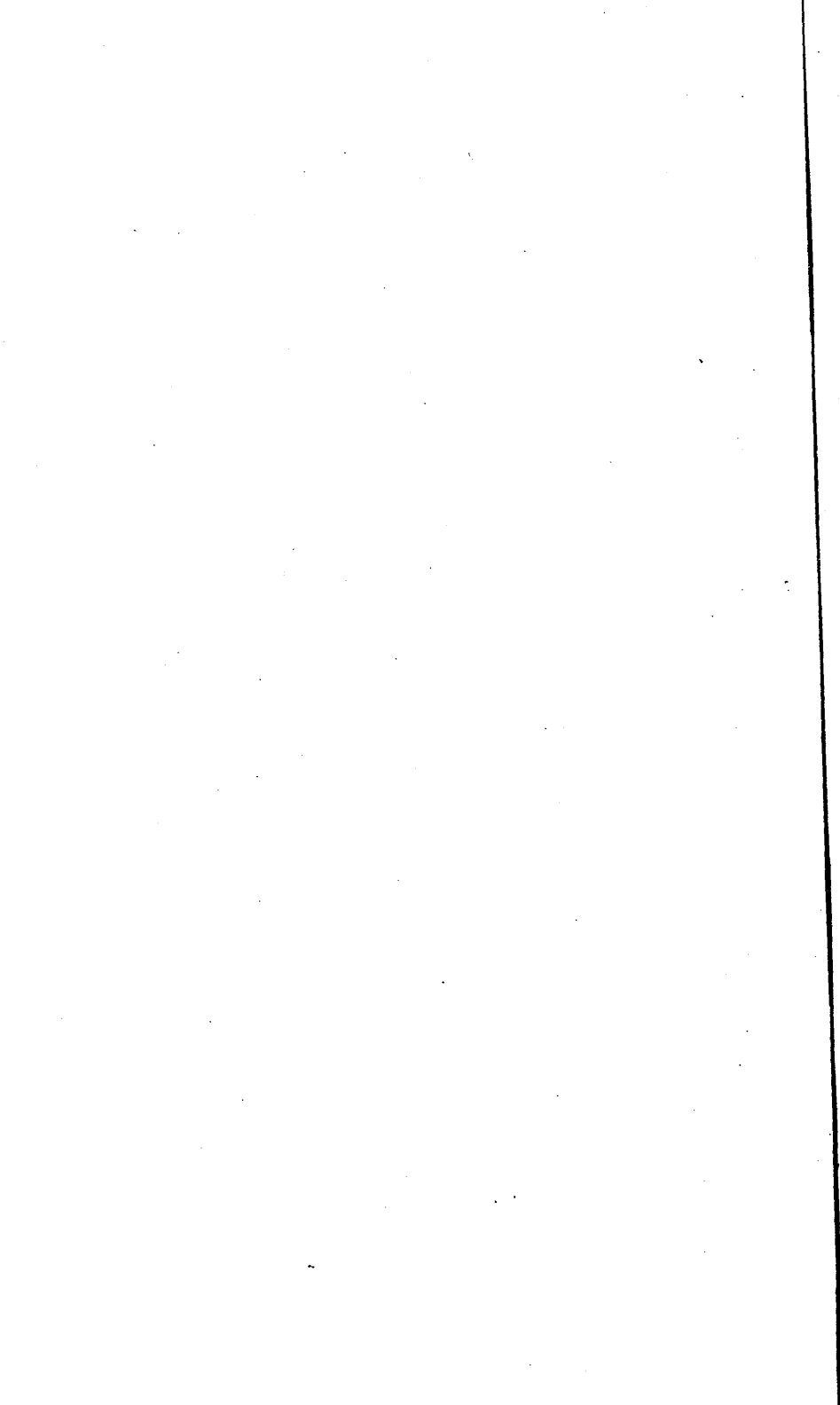
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REPLY

PART OF THE REPORT

TO THE

DIOCESAN CONVENTION OF NEW JERSEY,

ON THE CASE OF

BISHOP DOANE.

BY

HORACE BINNEY.

PHILADELPHIA:

C. SHERMAN, PRINTER.

1852.

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REPLY TO THE REPORT.

 PHILADELPHIA, 13th December, 1852.

As the ecclesiastical proceedings against Bishop Doane, of New Jersey, seem, now, by the act of the adjourned Convention of this month, to have come to a close, temporary or final, I can, without impropriety, say a word or two in regard to a private controversy, which the public one has waked up for a time from its sleep of some years.

An additional word has, by this revival, become due from me to the charitable trust in Burlington, which grew out of the private controversy, namely, the unauthorized use that Bishop Doane made of my name in 1845, in subscribing it to a paper promising a thousand dollars to rebuild the ancient Church in that city, upon the terms and in the manner set forth in that paper.

I would not do what is unnecessary to recall any part of that controversy. The pamphlet that I printed in 1849, was a disposal, on my part, of the whole subject, and was intended by me as a final one, unless a reply should come from the other side; and there has been no sign of reply, in any form or to any extent, from that time to this, except such as has been given to a part of it by Bishop Doane in February, 1852, in what is called his "Protest and Appeal" against the three presenting bishops. To two charges drawn from that pamphlet, by his accusers, he there gives his reply: and in the course of that singular ecclesiastical suit, the same, with the remaining charges, came before a Committee of Investigation, appointed by the Diocesan Convention of New Jersey in May, 1852; and in their report to an adjourned Convention, in July, 1852, that committee express their opinion upon these two charges as well as upon the others, and conclude their report on the two charges by informing the Convention that, "by reference to the committee's correspondence, marked No. 8," which is a copy of my letter to

the committee declining to appear before them, "it will be seen that Mr. Binney does not desire to re-open the matter." These answers and this report, so far as it concerns the two charges, I deem it now very proper to refer to, partly on my own account, but principally on account of the charitable trust, to which I have alluded, and which, though of small amount, is endued by the law with "legal perpetuity." If any circumstance hereafter shall bring the printed journal of the Convention to the knowledge of future trustees or beneficiaries of that trust, it is very proper at least, if not necessary, that those trustees and beneficiaries should not be left to suppose that I had nothing to say in reply to Bishop Doane's answers, or to the report of the committee. In noticing them, and in printing my remarks upon them, I presume no gentleman of character or candour, will say that I have done anything that contradicts what I aver at the head of this paragraph, that "I would not do what is unnecessary to recall any part of that controversy:" for this notice of the answers and report, it will appear, is plainly and manifestly necessary, and is drawn from me, precisely as all that I have printed on the subject has been drawn from me, by printing or publication on the side of Bishop Doane.

The committee, as has been remarked, has said, in a phrase which has something of a partisan caste, and is wholly at variance with the spirit or sense of the letter I addressed to them, that "I do not desire to re-open the matter." In a fair and impartial sense, without implying, what for the gratification of Bishop Doane I suppose it was intended to imply, that I was worsted in that matter, it is quite true. It would argue a very bitter spirit if I did desire to re-open that matter: and beyond half an hour, I have not felt any bitterness in any part of the controversy. It would especially argue such a spirit, after the pamphlet above referred to had so closed it, that no one on the opposite side ever attempted to open or to question my refutation of Bishop Doane's asserted authority to use my name as he used it. To my knowledge, he never re-opened or questioned it himself until February, 1852, and then involuntarily, in defence against an accusation of immorality, and to the partial extent, and in the peculiar manner, to which I must hereafter advert. I feel, and have felt, no desire of re-opening this matter, for the purpose of furnishing collateral support to a more general and public controversy, in which I had no particular

concern. In this sense, the remark of the Committee is proper enough; but if any one shall understand from the usual partisan meaning of the remark, or from its vagueness and generality, that there is a statement, sentiment, opinion, or word, that proceeds from myself in that pamphlet, that I am not now, and while I shall have life and memory, will not always be ready to uphold and avouch against any respectable name that will aver the contrary, he will understand the remark in a sense in which it is unfounded and false. I do not mean, I never have meant, to do the cause of truth, of probity, and of manly and gentlemanly straightforwardness in life, the injustice that might accrue from my leaving the adversary for half a moment in the apparent possession of any part or corner of the field, where he has no right to remain.

No one, in this vicinity, who belongs to the Protestant Episcopal Church, can have been ignorant of the proceedings in the Diocesan Convention of New Jersey, and by certain of its members, since the crisis in Bishop Doane's pecuniary affairs. That crisis occurred within a month after the pamphlet which I printed in February, 1849, was sent to him by myself. At the time I sent it, such a crisis was no more within my expectation as a proximate event, than it had been for several years before. It did not occupy my thoughts. What effect it would have had upon the distribution of the pamphlet, if the crisis had occurred a month sooner, I cannot say. It might have prevented it. It might have impaired the strength of my opinion, that such a pamphlet was necessary for my defence, or for my relief from the prejudices which generally sustain a person in Bishop Doane's ecclesiastical position. It would certainly have added to my regrets, if, upon full consideration, I should nevertheless have found myself unable to dispense with the pamphlet altogether. But the pamphlet was distributed before the crisis; and if others have connected the transaction of which it treats, with other transactions by Bishop Doane, to sustain an attack upon his episcopal office, they have done it without my privity or consent, with motives probably that were not mine, and with an object or end that certainly was not mine. I took no part in any of those proceedings. However others might connect the case I had reluctantly brought to notice, with other cases in most respects of a different nature, I neither sanctioned nor approved the connexion. I knew nothing of a purpose to connect it, until

another printed pamphlet, "The Protest and Appeal" of Bishop Doane, was placed in my hands, a short time after it was published. This was my first information of the fact, that such a connexion had taken place in the thirty-seven or thirty-eight charges and specifications of immorality, which his lay accusers had laid before the three bishops, who afterwards presented him for trial. Not a word had come to me from any quarter, to indicate the purpose of such a connexion.

My relation to Bishop Doane, as established by the pamphlet I printed in 1849, is easily to be understood; and I will briefly restate it, that I may make my objections to this connexion more intelligible.

In the year 1845, Bishop Doane, as he has in writing admitted, subscribed my name to a document creating an obligation to pay money. He did this, as he has also in writing admitted, immediately after his return from the last of two short interviews in my office, the beginning of the second interview not being two minutes after the end of the first. He admitted, in writing, further, that in the first interview I refused to sign my name to the obligation, and gave special reasons for refusing to sign a paper in the terms in which that paper was drawn, that I gave the paper back into his own hands unsigned by me, and that he retired with it from my office. When, two years afterwards, his signature of my name was presented against me, and I repudiated it as being wholly without colour of authority, he averred his authority to sign it upon the ground of a short answer by me to a short question by him in the second interview, when I was sitting at my writing table, with my pen in my hand, and the subscription paper all the while was in his own pocket; and about the words of this question and answer we were in dispute, he averring, and I denying, and the meaning of his averment, coming exactly to the same thing as my denial, to wit: that I did not authorize him to subscribe my name to the paper, and that I did not authorize him to say or do anything that promised contribution from me to the church, except upon terms entirely different from those which were stated in that paper.

In connexion with these matters, Bishop Doane proceeded to make an injurious attack upon my honour and integrity. I paid the money to charitable uses, and refused to pay it to the Treasurer of the Church; and I executed such justice in the premises in

regard to Bishop Doane, as appeared to be necessary. I printed the letter of Bishop Doane to Thomas Milnor, dated the 28th May, 1847, in which he admitted all the facts that were requisite to constitute the faults in respect to myself, for which I desired no other retribution than to make them known. I accompanied the publication of his letter with that of other correspondence connected with it, and with remarks appended by myself, which might go with the reader for what they were worth. I invoked no inquiry, investigation, or decision by the church, or by any tribunal whatever. There were no facts of any kind in the case, that called for investigation, as obscure, or doubtful, or perplexed. In the identity of the matter itself, I brought it to the knowledge of such friends as I thought fit should be acquainted with it. The only judgment that I sought, was the judgment that necessarily follows the reading of his letter. The only penalty that I contemplated as following that judgment, was that moral one that is supplied by the feelings of an honourable man.

The distribution of the pamphlet was in perfect keeping and harmony with these motives. I did not announce it as a publication for general distribution. I abstained from sending it to any minister of the Episcopal Church in New Jersey. I did not send it to any Bishop of that Church in the United States, who exercised public office in the Church, Bishop Doane himself excepted. I did not send or give it to a single minister of that Church in the United States, with three exceptions, one the Rector of the Church in Philadelphia, which I attend, another a person not exercising pastoral office in the church, and the third, a relative of my own family. When I was asked for a copy by other persons holding the ministerial relation to the church, I expressly declined to give it; and all this was done with express purpose and design, to separate the Order, as far as was in my power, from all the issues in the case. So far as the pamphlet contained any appeal, it was an appeal to my own friends, for my own defence and redress. So far as regarded the infliction of any penalty or pain, upon any other person, the pamphlet was itself the whole penalty and pain;—final if Bishop Doane thought fit so to leave it—and easy to bear, if the opinion of honourable laymen was of no moment to him.

I did not approve of the connexion of this personal case with other cases of different features, moment, and weight, to seek the infliction of a penalty the most grievous that can fall upon a Bishop,

and which had never yet fallen upon any Bishop in our Church, without doing ten times more harm than good; and, passing no judgment upon what was fitting on the part of other persons as it regarded the other alleged grounds of accusation, and without withdrawing any portion of that condemnation in opinion and feeling which I had made of Bishop Doane's conduct towards myself, I answered the citation of the Committee of Investigation to appear as a witness before them, by declining to appear. My letter to the Committee, dated 11th June, 1852, will be seen in the appendix. I reserved myself, by that letter, as I was bound to do, in regard to my answer to the Court of Bishops if they should cite me. That was a graver question, and a tribunal known to the law of the Church, and I intended to consider it well before I acted. The dismissal of the presentment forestalled the citation, and the decision on my part.

I have made these statements to show that I am not a volunteer against Bishop Doane, and never have been. I defend my own fireside against him, and against anybody that unjustly invades it. I invade no man's, except to repel his prior invasion of my own, and, if need be, to put it down in his own quarters. In such matters I follow my own advice; but I am not to be made a conscript in the invasion of another man's quarters, without my own consent, nor simply for the reason that he invaded mine, and I had to repel him and drive him back. This was all the satisfaction that my security required. I do not pretend to say that others had not ample cause to go on, as they have done, in behalf of the Church in New Jersey; but this was neither my cause, nor the cause of the diocese to which I belong. Such prosecutions are always best made by those whose motives can be the least impugned, and are free from all imputation of resentment. I was exposed to that imputation, although my resentment was null. My motives for having nothing to do with that public case, were also pure. They have kept me silent until the last scene of the last act in the drama, "for the present season;" and if I had been treated fairly by the Committee of the Convention, or if Bishop Doane's answers to the two extracted charges had been given fully and candidly, I should probably have been silent still. Indeed, to Bishop Doane, pressed as he was, and standing as he did, on his defence against accusations involving ecclesiastical office, and much more than office, I should probably

have allowed him a large margin without contest on my part, if the Committee had not come to his support in the manner they have done. But to them and to their position, I owe no such deference. They have shown none to me. They report that they had no evidence before them on the first of the two charges but the printed pamphlet itself. They annex a copy of the printed pamphlet to their report, which, it is true, any man of the fifty deputies, more or less, attending the Convention, might have read in three or four hours, but which probably no one of them looked at at all, nor had time to do it. They give, in regard to the first charge, a summary of the alleged statements and alleged *agreement* of the parties, as drawn from that pamphlet, every part of which summary, consisting of, I think, five items, is inaccurate, and more than one of them is grossly inaccurate; so inaccurate, that I cannot believe they have read the pamphlet themselves. Their summary, with the whole of the report, is printed, *in extenso*, on the printed journal of the Convention, with all the testimony of all the witnesses examined before them, in behalf of Bishop Doane, on other charges; but if any one wishes to refer to the pamphlet for the truth of any part of their summary on the first charge, taken from my pamphlet,—the pamphlet, neither in whole nor in part, neither in exhibition of the whole matter, nor of such part, or parts, as they thought sustained their summary, is to be found in Report, Journal, or Appendix. It was doubtless too long to print; but it was not too long for a reference to page or paragraph, or for an extract, in support of the summary. The Committee make references to testimony, and quotations, on other charges. The investigation by the Committee, may have been impartial as to the other charges, for aught I know; but the report is inaccurate, in every particular, upon the first charge, and the exhibition of it in the printed journal, is partial and unjust in the highest degree. As a thing to go down to posterity, bound up with the printed journals, but without a particle of the *only evidence* they had before them, all of which evidence is in direct and manifest conflict with the whole and with every part of the report on that charge, it is much worse than partial. It is my duty to expose and to correct this. I will myself supply the deficiency; and if my supplement cannot be bound up with the journal, I hope it may exist to elucidate this part of the journal of July, 1852, as long as it lasts. The poor people who

may receive that small alms, shall not come to believe with my consent, that it is tainted with injustice, or diverted even by *mis-take*, from an object that had a lawful claim to it.

I regret that the course of the Committee throws me back upon the answers given by Bishop Doane in his "Protest and Appeal." I should have been glad to be excused from noticing them. Though supported by active friends, with all the advantages of corporate action, he has had, and may still have, his troubles; and while I wish justice to be done to the Church, as well as to himself, I have no disposition to augment his troubles, or to put the weight of a straw against the best defence he can make, consistently with truth and justice. But the Committee have followed him, and even gone beyond him, and I must of necessity follow them both to the proper conclusion. It is in this way that Bishop Doane is again brought to my notice. I will not, however, advert to either the Bishop's answers, or the Committee's report, in a spirit and temper, that any one can justly reprove; and if the truth is not an offence, I will offend no one.

The first charge taken from the pamphlet, and which, in common with all the charges, is preferred with the imputation upon the Bishop of immorality and dishonour, is charge 11th of the specifications in the Bishop's Protest, and is in the following words: but I am not responsible for the selection made by his accusers, nor for the language in which the charges are drawn up. I am responsible for the facts I set forth, and for the averments I made in my letters, and Bishop Doane is responsible for the alleged facts and averments in his.

"CHARGE XI.—That on or about the 30th April, 1846 (*sic*), he signed the name of Horace Binney, Esq., to a subscription paper, and thereby making him a subscriber to the amount of 1000 dollars towards the building of a new church in the City of Burlington, without any authority from the said Horace Binney, Esq., to write his name to the subscription paper."

The date of the year is wrongly printed in the charge, perhaps an error of the press. It was not in 1846. Bishop Doane's answer is as follows:

"REPLY.—It need hardly be said that the subscription was made under the impression that it was authorized by Mr. Binney. If it were not, of course the payment would be refused. In any event, it could confer no personal advantage on the undersigned."

And this is the whole answer of Bishop Doane to that charge—a charge presented against the Bishop, imputing to him immorality, a corrupt intention, an intentional wrong; and it is answered by Bishop Doane, as no such charge was ever before answered by any man.

If any one will go back to Bishop Doane's letter to Thomas Milnor, of the 28th May, 1847, he will see, without my prompting, what sort of corollary this answer is to the averments, positive and circumstantial, spread over the five closely printed pages of that letter: positive, explicit, repeated assertion of authority derived from me, "from my very words," from all the language and circumstances of the two interviews between us, the second interview purposely sought by him "with iteration," to *make assurance double sure*, and the authority pertinaciously asserted after my positive denial, and declared by himself to have been undoubtingly exercised in the subscription of my name; he will see upon so going back, that my own denial was denied, my *ifs* pulled out by the roots, and Bishop Doane's *buts* planted in their place—the condition expressly annexed by me to the promise of future aid, that the Church should be built according to a plan that I should approve of, denied, and also derided as a venal exception from all the liberality he had met with in obtaining more than thirteen thousand dollars;—this, and all this, the reader will find by going back to that letter. It is the letter of Bishop Doane to Thomas Milnor, and nothing but the letter. And now, the reply of Bishop Doane to this charge of immorality, given by him in the face of an overhanging presentment, is this, and only this. "IT NEED HARDLY BE SAID that the subscription was made under the *impression* that it was authorized by Mr. Binney."

"It need hardly be said?" Why it was the thing of things that *did* need to be said, plainly and explicitly, affirmatively and emphatically, beyond and before all other things, in preference and substitution of all other things. It *did* need to be said as the only answer to the charge of immorality, if he did not assert my authority for the act, and the sufficient one, if he said nothing about my grant of authority. It *did* need to be said, not only from the course I had taken in my printed remarks upon the very point of his sincerity and belief, but because by not saying so, or by saying what he has said, he has not confessed and avoided, traversed or denied, anything that is contained in the charge. He has simply

avoided saying anything about it. He does not deny the charge at all. He does not assert the authority at all. He does not assert his *impression* of such an authority. He says only, "it need hardly be said." He stands mute to the understanding of the reader. He stands mute to his own memory. He flourishes a foil, and does no more. Was the like of this ever seen before, in answer to an accusation of immorality? Would any calm, clear, self-supported man, in the presence of such a charge, so easily denied if false in fact, so easily disavowed if the impeachment of it was unjust, resort to a form of answer, which, in the understanding of all men, is either an intentional evasion of a direct answer, or the affectation of raising the respondent above the possibility of accusation, even while he has the accusation before his eyes?

But this is not all. Bishop Doane brings his own impression into doubt, and more than doubt, by the qualification that he immediately proceeds to make:—"It need hardly be said that the subscription was made under the impression that it was authorized by Mr. Binney. *If it were not, of course the payment would be refused.*" WOULD BE refused? This is no abstract general proposition, that if a man's name be signed to an obligation without his authority, payment will be refused, or is refused; but it is a part and a qualification of the preceding proposition,—of the *impression* before mentioned,—and it refers necessarily to the act of subscription, and to the time of making it, in common with the impression immediately before noticed. It could not refer to any other time. I had expressly refused payment four years and a half before this answer was given. He, therefore, does not mean to speak of what *had* taken place, but of what *would* take place, with reference to the time and act of subscribing to which he refers. He says it in excuse of that act. He changes the mood from the indicative past to the conditional future: "If it *were* not, of course the payment *would* be refused." Consequently, we get Bishop Doane's whole impression; first, his impression that the subscription was authorized by Mr. Binney, which "need hardly be said;" and secondly, his impression at the same time, that if it *were* not authorized, of course the payment *would* be refused. This double impression shows clearly enough, what the single impression of authority amounted to in the mind of Bishop Doane. That there was great doubt about that impression

of authority, no man who reads his language can hesitate to believe. With such a forecast of provision for the impression's being false, no one can believe that it was deep enough to be trusted implicitly by Bishop Doane. It was an impression, therefore, not to be stated directly, but only to be insinuated by an implication, "it need hardly be stated." It was so superficial or nebulous, that even while it was before his eyes, he could not help looking through it, and beyond it, into the rectifying future, when it might be declared a false impression by the refusal of payment. The gross insensibility, moreover, with which he salves the wrong of the subscription, if there was no authority, or no impression of authority, by the suggestion that "of course payment would be refused," is absolutely discreditable. When Bishop Doane speaks of his impression of authority in these peculiar terms, it must be because he does not feel freedom to speak of it in any other: and this, I admit, is something, though not a great deal, in his favour.

I deem it unnecessary to make any other remarks upon Bishop Doane's impression of the authority. The warmth of reflection, or the heat of controversy, has melted it away from his mind; and his memory, now,

— "like a waxen image 'gainst the fire,
Bears no impression of the thing it was."

A word in regard to the last sentence of the Bishop's answer to the first of the two charges. "In any event, it could confer no personal advantage on the undersigned." He invokes collateral aid against the charge, after rejecting the simple and direct aid of positive denial, or positive assertion. He invites this aid after having declined either to deny the truth of the charge, or to assert that he subscribed my name by my authority. I am aware that Bishop Doane, in his preamble to the charges in the Protest and Appeal, denominates them, generally, "the false, calumnious and malignant charges" of the four laymen who laid them before the three Bishops; and that in that preamble he purports also to give to honest men, what he calls a "stand-point," "from which they may see, in its true bearings and real complexion, the depth and darkness of that flood of falsehood, calumny, and malignity, into which these four laymen have desperately plunged." But this is not the lan-

guage of sober defence. It is mere "sound and fury, signifying nothing." If he meant so to speak of the first of the two charges, taken from my pamphlet, he has plunged to a depth and darkness much beyond theirs, in order to fly from the necessity of saying directly whether the charge was true or false; or if true, whether he was guiltless of immoral intention in the act it imputes to him. Instead of this, he asks aid of his disinterestedness, as equivalent to denial. The voucher is at least a new one to stand as it does, alone.

If pecuniary advantage is meant, certainly the charge does not impute, and I never imputed, such a motive to Bishop Doane in this transaction. For the act of subscribing, I imputed the motive of unfair example to others; for his adhesion to it, after my distinct denial and instant repudiation, I imputed the motives of resentment and vindictiveness. I recall neither of these imputations. I believe him, however, to have been, in this case, entirely above the influence of pecuniary temptation; and I am aware of nothing that shows him to be subject to the base influence of such a temptation, as men commonly understand it, in any case. His difficulties may be better accounted for upon a different, and less discreditable theory. But there are other motives that lead men astray, even in the highest position in Church or State, and that keep them astray after they are conscious that they have been led astray. Personal ambition,—the greed of power,—the desire of personal influence,—the low pride of bearing no rebuke,—and sometimes the lower and more uncommendable pride of exercising power and influence ostentatiously,—these infirmities may, and do often, lead out of the straight and safe path, men who are entirely above pecuniary temptation, and whose other qualities, if suffered to appear and be seen naturally, would show a light vastly brighter than the light by which they expect to dazzle the world, while they themselves are alone dazzled. If such motives may lead men astray, fear and anger, the commonest infirmities of our nature, may keep them astray. The absence of personal advantage to Bishop Doane from the unauthorized use of my name, does not weigh a feather against the denial of his authority, nor against the immorality of his act, supported by probable proof, and not expressly contradicted and impugned by himself.

I pass to the second of the two charges, which I also take from the "Protest and Appeal," where it stands as,

“CHARGE XII.—That after making such subscription, and with a view of justifying or exculpating himself, he did, on the 28th May, 1847, write a letter to Thomas Milnor, Secretary, wherein he made the following statement, viz.: ‘Let me here say, that in procuring a subscription of more than 13,000 dollars, no man or woman put in a single word of condition, or the slightest claim for equivalent, unless Mr. Binney so makes out his case,’ which said statement is untrue, and was known to be untrue by the said George W. Doane at the time he wrote said letter.”

The four laymen who prepared this charge, mistook or disregarded the purpose of Bishop Doane, as I conceived it to be in this part of his letter. He did not make this statement in his letter of 28th May, 1847, to *exculpate* himself, but to *inculpate* me, for claiming to have expressly annexed a condition to my promise of aid to the church; and he now persists in it in his answer, which is even more inexcusable. Bishop Doane’s answer is as follows:

“REPLY.—The said statement, not being untrue, could not be known to be untrue. No man or woman *did* ‘put in a single word of condition, or the slightest claim for equivalent, unless Mr. Binney so makes out his case.’ What is here alluded to as contradictory of this statement, was the conversion, on the part of several of the subscribers of their loans to St. Mary’s Hall into gifts to St. Mary’s Church. But this conversion was made, in every case, at the instance of the undersigned, and involved, on his part, the present payment of money subscribed, to be paid at his convenience (*sic*). The payment in every case was made to the amount of several thousand dollars.”

The Bishop calls it *conversion*; the conversion of loans to St. Mary’s Hall into gifts to St. Mary’s Church. The subscription paper contained a promise to pay *money*, and nothing but *money*. They who signed it with their own signature, as all had done when I first saw it, promised to pay the treasurer, for rebuilding the church, “*the sums they hereunto subscribe*,” and they had all subscribed respectively, *one thousand dollars*.

In my letter of 7th December, 1847, to the Building Committee, printed in the pamphlet at page 37,—after copying the part of Bishop Doane’s letter of 28th May, 1847, recited in the charge, I spoke of his arrangement with certain of the subscribers, as follows:

“It was a very unwary step on the part of Bishop Doane to write thus invidiously of the condition I annexed to the offer of what was my own, to withhold altogether, or to give as I pleased, especially, when at the time he wrote that

letter, there were existing conditions, known to himself, as to certain subscriptions on the paper, which vitiated the subsequent subscriptions of all from whom they were concealed; for I deem myself authorized, by information, to aver as a fact, that both man and woman did put in more than a single word of condition, namely, that Bishop Doane himself, in the case of the subscriptions referred to, was to pay in whole or in part the moneys subscribed in their names, and to take St. Mary's Hall loan, or something else that was not money instead of it. I make no present comment upon such a mode of operating 'by way of example.'—Pamp., 40.

The fact of such an understanding with certain of the subscribers as my letter averred to the Building Committee, Bishop Doane now confesses in his reply to the second charge. He knew I could give the proof of it. He calls it *conversion* of loans to St. Mary's Hall, into gifts to St. Mary's Church. It is of no consequence what he calls it; the thing speaks for itself. But the name he gives to it is not its true name, but the contrary. The St. Mary's Hall loan was not given to the church; it did not become a gift to the church. We should have the truth of things before us, and keep it there, while we are speaking of the relation and bearing of things. The subscribers promised to pay money to the treasurer; this is what appeared, and all that appeared. Bishop Doane agreed with them to pay, in their behalf, the money they promised the church, and they agreed with him, in consideration of that, to transfer or release to him St. Mary's Hall loan to like amount, or something else, that was his own debt, or debt charged upon his own property. The church was not, and did not at any time become the donee or transferee of St. Mary's Hall loan. The church was no party to the sub-agreement. That agreement was wholly between Bishop Doane and those subscribers. The thing is so plain, that it cannot be confused or obscured by calling it *conversion*, or anything else.

The only question, the point of the whole inquiry, is whether Bishop Doane did not agree with them, and they with him, when they subscribed their names to the paper, promising individually and personally to pay money to the church, one thousand dollars each, that he would pay the money to the church in their behalf, and that they would transfer or release to him their St. Mary's Hall loan, or his own debt, to the like amount. That question can be answered only in the affirmative. He admits it all, calling it a *conversion*. The promise of money was between the church and

the subscribers, and the agreement to take St. Mary's Hall loan or debt from them, and to pay their promise to the church, was between different parties, the subscribers and Bishop Doane. This is all admitted in Bishop Doane's answer, and it was impossible to deny it.

What then is his defence of the truth of his statement in the letter to Thomas Milnor? I would not have believed it possible, if I had not seen it with my own eyes in print. There are two or three members or parts in the defence. It contains these allegations: 1. There was not a word of condition. 2. They, the subscribers, did not put in a single word of condition. 3. It was put in or made in every case at Bishop Doane's instance.

1. There was not a single word of condition in it. Was there not a compact, stipulation, or agreement to this effect? Did not the Bishop agree with the subscribers to pay the money they should subscribe, if they would agree to subscribe, and transfer to him St. Mary's Hall loan to the like amount? Or did they not agree to subscribe money, and to transfer St. Mary's Hall loan to the same amount, if he would agree to pay the Church the money they subscribed? Undoubtedly it was so agreed. Was the subscription absolute and unqualified by the subscribers, without a word of reference to the St. Mary's Hall loan? There is no pretence for this, and it is contrary to Bishop Doane's assertion, that the subscribers *converted* their loan to St. Mary's Hall, into gifts to St. Mary's Church. The transaction was one, and not two. The two things were, as he calls it, a *conversion*. The agreement as to the St. Mary's Hall loan, was cotemporaneous with the subscription to the Church. There were two or more terms in the agreement, but they were simply mutual and dependent parts of one agreement. The subscribers agreed with the Bishop to subscribe, the Bishop agreed with the subscribers to pay the Church, and the subscribers agreed with the Bishop to transfer the loan. The agreement by the subscribers to subscribe and transfer, was the consideration of the Bishop's agreement to pay the Church; and his agreement to pay, was the consideration of their agreement to subscribe and to transfer the loan. Each agreement was made and executed upon the condition, stipulation, compact, or term of contract, that the reciprocal agreement should be made and executed. It is idle to waste words upon such a point. What notion had Bishop Doane in his mind originally, and still persists in to the compromise of his sincerity in all parts of his defence against his accusers, that condi-

tion means something more, in this case, than stipulation, compact, or term of mutual agreement or understanding ?

2. But they, the subscribers, did not put it in. Not put it in ? Who did put in the condition, or stipulation, that the agreement to pay the money to the Church, should be performed by the Bishop ? Who could put it in but the subscribers themselves ? It was a condition for their relief, just as much as their stipulation to transfer the loan, was for his. No matter who originated the thought, both parties adopted it. If we suppose that both put in all the terms of agreement for both, which is almost nonsense, still even in that case, each put them in for him or herself, as well as for the other. It would be inexcusable to argue such a point, if it were not for the extravagance of the supposition, that in the case that Bishop Doane states, the subscribers did not put in a single word of condition in their own behalf, that he should pay the money which they had subscribed.

3. But the *conversion* was made, in every case, at *his instance* : that is to say, I suppose, the subscribers did not *first* suggest it. It was *first* suggested or urged by him. Well, but did not they agree to the suggestion, and did they not adopt and act upon it, in making the mutual agreement ? And did they not thus make it their own suggestion, and put it in ? If the Bishop had first suggested to the owner of a lot of ground to sell it to him upon ground rent, with the usual covenants and conditions, would he think it sensible to say, that the covenant for paying the rent, or the condition for re-entry for non-payment, were not *put in* by the seller, because the sale on ground rent was made at *the instance* of the buyer ? Was such a defence ever made before by a man of understanding !

Where, however, is the allegation in the pamphlet that the arrangement was *not* entered into and made at *Bishop Doane's instance* ? The pamphlet presented no other issue, than that a condition, stipulation, compact, or term of agreement, was put in by the subscribers, that they should not pay money to the Church, as their subscription promised, but would transfer loan or debt, which was not money, to Bishop Doane, and that he would pay the Church,—and the charge says that his denial of this was untrue. There was no statement that this was *not* done at Bishop Doane's instance, and it would have been an absurdity to say at whose instance or suggestion it was done ; for the fact charged was, that it was done, and done by the subscribers ; and this was said in denial of Bishop

Doane's allegation, that no condition was put in by man or woman among the subscribers. He might as well have taken any other "wise saw or modern instance," with just as much pertinency to the charge, or to the propriety of the act, as that it was done at *his* instance. As to the subscribers, ladies, who were on the paper when it was shown to me, I never imputed blame to them. They were not acquainted with the use that was to be made of their apparent example. They did not know that if anybody should say to him, in regard to such money subscriptions of a thousand dollars, "Why, you have begun strong," he would reply, "Yes, sir, and we mean to go on strong." They were not acquainted with business of that nature. But I knew, and know, by perfectly reliable assurance, that there were one or more persons who were willing to give the St. Mary's Hall loan, but who *refused* to put their names on the paper as subscribers and promisers to pay money; and if their names are there, they are written by G. W. D.! The appearance and the use, by way of example, were all that made the transaction wrong, because they made it deceptive. It vitiated the subsequent promise of all to whom it was shown, as an example to induce them to subscribe *money, which they were to pay themselves*. It did not impose upon me, for I cared nothing about example, nor attended to it, in the qualified promise I made; but if I had known, as I now know, from the Rev. Mr. Germain's testimony, to be referred to hereafter, that the Church subscription could not have got on without the colourable arrangement, and that Bishop Doane was to assume, in this way, the payment of six thousand dollars for the church building, I must have forgotten all the motives that induced me to qualify my promise, and all that I knew of Bishop Doane's circumstances, if I had not declined to be connected, in any way, with such an operation.

I have no more to say of this second charge. As this was one of Bishop Doane's stings, intended for myself, I feel no regret, that if he thought there was any pungency in it, he now probably knows how much that was. I have, and have had, no further satisfaction in turning it upon him. I felt strongly the gross wrong to me that he intended to perpetrate; and my opinion of his course in this particular, will continue as it is, until something more comes from him than covert admissions, or demurrable denials. But beyond this I neither go nor feel. What I have said and done, as well as what I have not said or done, are a sufficient proof of this. But I

trust that some little general good may result from this occurrence ; and that it will bring clergymen, as well as others, to consider, that however safe it may be to operate by way of example, it is not safe to operate by way of false example.

I do not understand with certainty, what Bishop Doane means when he says, in his answer to this second charge, that the " conversion involved on his part, the present payment of money subscribed to be paid at his convenience." Perhaps he means that the transaction involved him in the present payment of money to the Church, whereas the St. Mary's Hall loan was to be paid at his convenience. I presume this was his meaning ; and in this sense, it admits the whole nature of the St. Mary's Hall loan. It was to be paid, in a practical sense, at his convenience—not the interest, but the principal ; and he and I both know, that this was a very different thing from the convenience of the creditor, as to both the principal and the interest. The difference told materially and pointedly in the subscriptions, as the reader will be able to infer from the testimony of the Rev. Mr. Germain. I averred my indifference to the fact, whether St. Mary's Hall loan, or his own debt, was as good as money, or better. I said it was not the same thing, and that the fact of the condition proved it. I remain of that opinion. Bishop Doane's subsequent payment of the subscriptions, which he replies, is no proof to the contrary, and no answer to the wrong complained of. I am not at all sorry that he has paid them, whatever may be the regrets of some other persons.

I pass now to the Report of the Committee ; and I must preface what I have to say on this, by remarking, that I feel no surprise, and express no regret, that the Committee did not report a word of censure against Bishop Doane, for anything he had done or left undone, in regard to the matters charged against him. The Committee, I believe, are all of them most respectable men. I know nothing to the contrary in regard to any of them. Such of them as I personally know, are undoubtedly so. But there was an insurmountable difficulty in their position. They had publicly prejudged Bishop Doane's innocence without proof ; and they were not, therefore, the proper persons to investigate the proofs. This was not their particular defect, but it is the common defect of all men—of human nature. The case of Bishop Doane, moreover, had become a party case in the Church, and the Committee belonged to one side

or party; and there is little difference in calmness, candour, or impartiality, between parties in the Church, and parties out of the Church. I have no faith in any of them, for the possession or the exercise of these qualities of calmness, candour, and impartiality, in the investigation of party allegations. The case of Bishop Doane has become, and I apprehend it will continue to be, a Church party question, as long as it shall be spoken of, until one or the other of the parties shall cease to exist. When that time will arrive, no man can tell; but I think any man of experience and impartial mind can say, that the time will not be accelerated by party decision, however respectable may be the members of the party who either sift the proofs, or pronounce the decision.

I have not read, with any attention, such parts of the report of the Committee as relate to other charges, and other persons, than those I have before adverted to in these pages. I do not know whether other persons have cause to complain of the report or not. I hear of such complaints, as many others no doubt hear of them; but I take no special interest in what I so hear, and I do not prosecute any inquiry into such matters. But I have read the report more than once, and most carefully, in all that regards the two charges taken from my pamphlet; and if the rest of the report is like that in its inaccuracy, so much the less likely is it, that the report, or the adoption of it by the Convention in July, will dispose of the controversy as an adjudicated question, or quiet the discontents of the opposition.

I had no right to expect, even from the respectability of the Committee, that any part of my own controversy with Bishop Doane, would result in a censure of him. I thought their position would necessarily prevent that. For this reason, that is to say, from their position in regard to the whole subject of accusations against Bishop Doane, and also from my most serious doubts of the ecclesiastical authority of the diocesan Convention, to intervene at all in the investigation, to the hindrance of the presentment that was previously instituted, I endeavoured to avoid them. I refused to appear before them, with just such a saving of my own opinion in regard to Bishop Doane's conduct to myself, as I could not help making in point of sincerity. I said, that in the matter of the presentment I was neither his accuser, nor his excuser. But I did not succeed in arresting their investigation of the charges taken from the pamphlet. Nevertheless I did expect, that if they reported

at all upon them, they would report accurately in point of fact. I did expect, that if they reported upon the pamphlet, they would read the pamphlet, however long they might think it. I did expect, that if they had no evidence before them but the pamphlet, they would report the pamphlet truly. I did expect, that if their report referred to the pamphlet, and was printed by the Convention with the evidence as to other charges, the pamphlet, or so much of it as was supposed to justify the report, would be printed also. I am entirely disappointed in all these expectations; certainly as to all but their reading of the pamphlet, and certainly as to that also, if to read, is to read with care and impartiality, and to understand. The Committee have done none of these things; and the Convention have aggravated the injustice, for they have not printed the pamphlet, or a single line of it, while they have printed the report, and all the other testimony taken by the Committee.

But I will not press such complaints; and to justify what I have said, I will insert the whole Report of the Committee, paragraph by paragraph, and give my answers to each part, section, and comment of it, part by part, citing in support of all I say, page, and, if necessary, the very line of the pamphlet in every instance. Small or great, important or unimportant, there is not a single fact stated by the Committee, that is not inaccurately stated, and the concluding and most important fact of the whole is stated with gross inaccuracy.

This part of the report begins as follows: [Journal, July, 1852, p. 18.]

“SPECIFICATION 3.—Your Committee herewith submit to the Convention as a part of their evidence, a pamphlet of Mr. Binney’s, published by him in 1846, in which the whole controversy between him and the Bishop, is fully stated. This is all the evidence the Committee have, bearing upon the 3d specification.”

The pamphlet was not *published*, and it was not even printed in 1846, but in 1849. [Pamph., title page, and Preface, page 3.] This, however, may be mere mistake or misprint.

“In that pamphlet, it will be seen, *by the statement of both*, that the Bishop applied to Mr. Binney for a subscription towards the building of a new church, at Burlington, where Mr. Binney then resided for a portion of his time.”

In that pamphlet this fact will *not* be seen by the statement of BOTH. The Bishop asserted that he made no such application.

[Pamph., p. 26, line 36 from the top.] I noticed the assertion, and made a distinct comment upon his motive for it, and refuted it upon page 59 of the pamphlet, occupying three-fourths of the page with that subject.

“Mr. Binney states that he replied to the application, that he would give \$1000, upon the condition that a certain plan of his for raising and applying the money, and for the disposition of the building, after it was finished, to be prepared by him, should be adopted.”

Mr. Binney states no such thing in the pamphlet. His reply did not contain one word of a *certain plan of his*, to be prepared by him. He stated no *certain plan*. He referred to no *certain plan*. The pamphlet states, that he said, “Bishop, I approve of the object, but I cannot sign a paper of this description, which contains no detail of plan. I shall be happy to contribute a thousand dollars to the object, if it is to be built according to a plan which I shall approve. The Bishop then remarked that he should be happy to know what my plan was; to which I answered, that I would take my leisure to draw up a plan, and send it to him.” [Pamph., 13.]

“The Bishop states that he replied that he would give \$1000, and offered also to submit *the said plan*.”

The Bishop makes no such statement in the pamphlet. The language of the Bishop, as he states it, was, “I added, MAKING NO APPLICATION TO HIM FOR A SUBSCRIPTION, I have brought this paper to you, Sir, to show you what has been done. He read the heading and the names, and said, ‘Why you have begun strong.’ I replied, ‘Yes, Sir, and we mean to go on strong.’ He considered for a moment, and then, without further remark on my part, or on his, said, ‘Yes, I will contribute a thousand dollars towards it, but I *shall wish* to give you a plan.’” [Pamph., p. 26.] The Committee do not come as near to me as the Bishop himself.

“Mr. Binney says he authorized the Bishop to use his name, coupled with the condition as he states it.”

Mr. Binney says no such thing in any part of the pamphlet. The words, conveying authority to *USE MY NAME*, were, on the contrary, one of the main hinges of the controversy. The pamphlet expressly gives my words [Pamph., page 61, near the bottom], and both denies the words stated by the Committee, and sets forth my own, which did not contain a single word in regard to the *use*

of my name, and refutes Bishop Doane's allegations concerning his alleged permission to *use my name*, in pages 62, 63, 64, 65, 66. I took pains enough certainly, to say, and to show also, that I did not authorize Bishop Doane to *use my name*, with, or without condition.

"And the Bishop says he authorized him to use his name, adding that he would submit a plan."

The Bishop does not say so. The Committee have put together parts of Bishop Doane's statements of the two interviews, leaving out of each statement a part that falsifies the whole. The words in the first interview contain no allusion to the use of my name. [Pamph., p. 26.] The words in the second interview, as the Bishop states them, were these: "I returned with these very words, 'Do I understand you, Sir, that I am at liberty to use your name?' The reply was, and there was no emphatic pause to make it questionable, 'Certainly, *with the understanding I have stated.*'" [Pamph., p. 27.] Not a word about *submitting a plan*. So that the Committee are again further from me than the Bishop.

"They both agree that the Bishop was authorized to use Mr. Binney's name as a subscriber for 1000 dollars. But they differ as to the nature and application of the condition."

"THEY BOTH AGREE."

This is gross, palpable, and inexcusable. The whole strain of my reply to the copy of Bishop Doane's letter to Thomas Milnor, and the whole scope of my remarks in that pamphlet, from the beginning to the end, are in open, direct, and irreconcilable contradiction to this statement of the Committee. Instead of its being the agreement of both, it is the statement of neither. Bishop Doane had not the temerity to state, in any part of his letter, that I agreed he might use my name as a *subscriber*. He stated in his letter to Thomas Milnor, his question to me, 'Do I understand you, Sir, that I am at liberty to use your name,' and then followed his remark about my not pausing, and the answer he attributed to me, which I have set out in the preceding paragraph; and in regard to that, and to all the words he attributed to me or to himself, I said in my reply to Thomas Milnor, of June 5, 1847, that—"the words, manner, tone, beginning, middle, and ending of the conversation, as stated by him, *are mistatements*;" that "they are not the facts." [Pamph., p. 29.] And now the Committee have made me *agree* that I authorized Bishop Doane to *use*

my name as a subscriber, and have made our controversy a quibble, and a feat of hair-splitting. I could not have treated those gentlemen, or anybody, in such a way. I protest against this with my whole heart. If they were not men of character, I should say that they had done it of malice aforethought,—that they must have thought themselves at liberty to consider the controversy as perfectly open to the colouring and foreshortening that are so licentiously used in political controversy,—and that if they have done the like as to the other accusations against Bishop Doane, then that their report has not and ought not to have the weight of a feather in exculpation of Bishop Doane. But being men of character, I cannot say any of these things; but I do say, and aver that they have not read the pamphlet, which was “all the evidence the Committee have.” Let them prove the contrary if they can.

I will now give the conclusion of this report upon the same specification.

“The pamphlet leaves the matter upon the statements and arguments of the gentlemen interested, and your Committee can add nothing more. It seems plain that the difference between them was one of those very common mistakes which daily occur, and which never deserved, and ought never to have had the importance which has been given to it. Two gentlemen so eminent in their different spheres, ought never to have been placed in such a false position before the public. By reference to the Committee’s correspondence, marked No. 8, it will be seen that Mr. Binney does not desire to re-open the matter.”

I desire no compliment in this connexion. I do not know what the Committee mean, when they say “that the difference between them was one of those *very common mistakes which daily occur*.” The Committee must have had a very strange experience for this. The parties ought to know, one would think, whether there was a mistake, common or uncommon, in the case. I never said there was a mistake on the part of Bishop Doane, nor does he say so himself. He says, “it need hardly be said,” &c., and “if it were not, of course,” &c. Bishop Doane never said that there was a mistake on my part, and I said most distinctly there was not. How is it, that when neither of the parties alleges mistake on either side, the Committee should regard the mistake, as plain, without saying what the mistake was, or on whose side it was? Is it, indeed, so very common and every-day a mistake, that men sign other people’s names to obligations for the payment of money without written authority? Is it so common for men to do this, immediately after leaving the writing office of the person whose name is feigned, and

who, with pen in hand, refused to sign the obligation himself? Is this such an every-day's mistake as deserves no importance to be given to it? I do not believe it. I have too much New Jersey blood in my veins to believe willingly that it can be an every-day mistake *there*, and I know it is not *here*. How it is in *Australia* I cannot say. Is it especially an every-day mistake that men do such things, and when their authority is denied, turn upon the injured party and represent him as a venal and mean prevaricator, admit no mistake on their own part, and flare out as if they were infallible and impeccable, asserting "a discretion that the case implied," to stultify the party who affects to have a will of his own as to the signature of his name? It would have been better and safer, much better and safer for the public, if the Committee had said outright that I was in the wrong, if their position prevented them from saying that the Bishop was, or from saying nothing at all, rather than do the enormous public injury of calling this "one of those very common mistakes which daily occur, and which never deserved, and ought never to have had the importance which has been given to it." I could have survived I hope and think, such a report; but who, except wrong-doers, are not the worse for such glossing and japanning as this? Not an impartial man in the country can become acquainted with the circumstances, and read this commentary by the Committee, without seeing that they have weakened the security, not of character only, but of probity itself.

The remainder of the Committee's report, upon the 4th specification, which, in substance, is the second charge taken from my pamphlet, or charge XII. in Bishop Doane's Protest and Appeal, is as follows:

"SPECIFICATION 4th.—The fourth specification charges that the statement of the Bishop in his letter to Thomas Milnor, Esq., of May 28th, 1847, published in said pamphlet, 'that in procuring the subscribers no one put in a single word of condition, or the slightest claim for an equivalent, unless Mr. Binney so makes out his case,' is untrue, and that several of the subscriptions to the church were conditional, and known to be so by the Bishop. By reference to the testimony of Mr. Milnor, it will be seen that the statement in the letter to him was strictly true."

Fortunately Mr. Milnor's deposition is printed in the Journal, p. 97, and by reference to it, it will *not* be seen that the statement in the letter was strictly true; it will *not* be seen that it was true, either by strict or by liberal interpretation of Mr. Milnor's testimony.

Mr. Milnor is, I believe, both an honourable and an intelligent man. He was my correspondent in this controversy, which I refused in advance to carry on with Bishop Doane; and throughout, Mr. Milnor, for whom I have much respect, did his official duty to my satisfaction. His words in the affidavit are these:

"The Bishop prepared a subscription paper and procured subscriptions for the purpose to the amount of about 13,000 dollars. I have the original subscription paper; it has no conditions attached to the subscriptions, and I never heard of any equivalent being claimed or expected, in whole or in part, in consideration of those subscriptions. I remember the Bishop made himself personally responsible for a portion of these subscriptions. A portion of the subscribers were stockholders in St. Mary's Hall. These persons subscribed to the said church in money, and the Bishop paid those subscriptions in full. He paid in all about one-half of the subscription; about \$6000. The paying this sum was a great inconvenience to the Bishop. The subscription was made in 1845, and the payments by the Bishop were made in 1847 and 1848."

Please to remark Mr. Milnor's cautious and distinctive language. "I have the original subscription paper. It has no conditions *attached to the subscriptions*. I never *heard* of any *equivalent* being claimed or expected, in whole or in part, in consideration of these subscriptions." All very clear, very discriminating, and I have no doubt at all, very true. But what about *conditions*? Were there none that *were not attached* to the subscriptions? Mr. Milnor does not say; perhaps he was not asked. Had he never *heard* of conditions? He does not say; perhaps he was not asked. But he does say, whether asked or not, that he never *heard* of any equivalent.

Now this, itself, is just as conclusive against the Committee's report upon Mr. Milnor's testimony, as if he had said expressly that he had heard of conditions not attached to the subscriptions. He must have said so, if the question had been put to him, and he had answered it, for my letter of December 7th, 1847, containing the averment, passed through his hands to the Building Committee, of which he was Secretary. When, therefore, the Committee report that by reference to the testimony of Mr. Milnor, it would be seen that the statement in the letter was strictly true, they ought to have reported that by that reference it would *not* appear to be strictly true. The omission of the negative in the Committee's report may be an error of the press; but I hardly expect it! The point of my averment was *conditions*, and not equivalent. [Pamph.

40. The point of the specification upon which the Committee report, was that several of the subscriptions were *conditional*, not that there was an equivalent. [Journal 55.] And the point of the report by the Committee was that as to both conditions and equivalent, the letter of Bishop Doane was *strictly* true, as by reference to Mr. Milnor's testimony would be seen. But there are no eyes, partial or impartial, that can see it there. The Committee's report proceeds :

“The Rev. Mr. Germain says, in his evidence, that the Bishop procured the subscriptions for the new Church, at Burlington, to the amount of \$13,000, or more, in 1845 and 1846. ‘At this time, many of the certificates of stock in St. Mary's Hall (which had been given by the Bishop as hereinbefore stated) were still outstanding, some having been redeemed by the Bishop. In subscribing for the new church, several persons, viz., Mrs. Wall, Mrs. Bradford, and others, *at the Bishop's suggestion*, subscribed the amount of their certificates of stock in St. Mary's Hall, which the Bishop received as cash on the subscription for the new church;’ and afterwards, as Mr. Germain and Mr. Milnor say, the Bishop paid the several subscriptions so made, to the amount of \$6000, or over; and thereby redeemed so much of the said stock. He soon after redeemed the whole, and took a deed in fee for the Hall. This is the only transaction which could even give colour to the charge, so far as your Committee can ascertain, and does not certainly bear the character which is attempted to be imputed to it.”

The Rev. Mr. Germain does certainly say in his affidavit, [Journal, page 79,] what the Committee have quoted in their report. And he says a little more, which, considering his known relation to the Bishop, I think it proper to quote in this place.

“I was conversant with the Bishop's obtaining the subscriptions for the new Church at Burlington, and never knew or heard of any subscription being made thereto, upon any condition, or for any equivalent. The subscription for the new Church was not encouraged by the Bishop in the first instance, because he believed the parish was not able to erect a suitable one. But when, in consequence of the Bishop's proposing to cash the certificates of stock of St. Mary's Hall, as before stated, the subscriptions increased rapidly, he gave his consent, and himself obtained the whole amount of subscriptions thereto which were made. The cashing of the certificates above alluded to, greatly added to his embarrassments.”

On this part of the report, and the Rev. Mr. Germain's testimony, I make the following remarks :

1. The Committee had an able lawyer or two upon it. The gentleman whose name, as chairman of the Committee, is alone signed to the report, is in that category. While the Committee, under such leading, have gone so near to the point of espousing the Bishop's deduction

(that the subscribers did not put in the condition, because it was done at his instance) as to *italicize* the words from Mr. Germain that stand in that document in plain roman, *at the Bishop's suggestion*, they have not gone a particle nearer to that point. I should have been glad to see great professional skill employed in maintaining the distinction, legal or moral, between the parties putting in the condition on their own suggestion, and putting it in "*at the Bishop's suggestion.*" But the reader of the report does not get the benefit of even a remark to that effect. The italics are the whole argument, and the Bishop has no further support from the Committee on that point. I have some professional satisfaction in acknowledging it.

2. While the Bishop appears to think that "*conversion* of loans to St. Mary's Hall into gifts to St. Mary's Church" gets over the whole difficulty about conditions, the Rev. Mr. Germain appears to get over the same difficulty in a different way, namely, "*by cashing the certificates.*" This is the reverend gentleman's favourite expression; and under the veil of it, it is not wonderful that he never heard of any subscription being made to the church upon any condition, but only of subscribing to the church "the amount of their certificates of stock in St. Mary's Hall," and of *cashing of the certificates* by the Bishop. The Rev. Mr. Germain deposes in metaphor. But it is unfortunate for his theory, that while the subscriptions, as he himself states, were made in 1845 and 1846, the payments to the church were made, as Mr. Milnor, the treasurer, states, only in 1847 and 1848. What was the state of the case between whiles? When the Bishop's proposal to *cash the certificates* made "the subscriptions increase rapidly," what supported the subscriptions in money during the average interval of two years before the cash was paid? If the gentleman's profession does not make him familiar with cash operations, with the *cashing of certificates*, he may be excused for not hearing of conditions, and I excuse him cheerfully. But I cannot consent to take his metaphors as facts, even though they be sworn to. The Bishop performed his engagements faithfully, it appears, and I have no doubt of it. That is demonstrative proof that he had made engagements; but they were not on the subscription paper, but privately with those who subscribed. I am by no means without regret that the performance of these engagements "greatly added to his embarrass-

ments." But it was his *engagements* to the subscribers that caused them, and that is the whole matter in question in this part of his case.

3. Finally, from Mr. Germain's testimony, we get the fact of the clear and decisive importance of this condition, stipulation, compact, or term of agreement, to the building of the church, as far as it is built, and to the success of the subscription paper as far as it did succeed. It was no trifle, that condition. It was the difference, and the whole difference, between the subscription's going on, and not going on,—between St. Mary's Hall loan and money. If St. Mary's Hall loan was the same as money, in the hands of the proprietors, it is the first instance upon record, and probably will be the last, in which subscribers have hung back from building a church with their money, but rapidly came forward to build it with what in their hands was just as good, and better by producing interest. I admit it was liberality in the parties either way. I have denied that the money and the stock were the same thing, and that was the point to be demonstrated.

I have no further remarks to make on any part of this case. If those which I have already made are thought to be more than sufficient, my answer is, that I would, on no account, have had them less. I am no friend to short remarks or reports on controversial matters. Less than a disposition of the whole matter, is worse than nothing. It leaves doubts, if it does not raise them, and invites replies to omissions, when, perhaps, there could be none to statements. The whole that I have to say is now said, unless Bishop Doane, or any member of the Committee, shall think and say that what I have asserted I cannot maintain; and then I will confess or deny outright. My great object, indeed my sole object, has been to transmit to the trustees of the Charitable Trust in Burlington, a supplement to the printed Journal of the adjourned Convention of the Diocese of New Jersey, held in July, 1852, which while it contains in print all the affidavits that were made in favour of Bishop Doane, contains an erroneous report of conclusions from my former pamphlet, which was all the evidence the Committee had before them on the point reported on, and yet does not print one page or line of it, nor a reference to a page, line, or word in any part of it.

HORACE BINNEY.

APPENDIX.

PHILADELPHIA, June 11th, 1852.

SIR :

I have received this morning through the Post Office, a printed note, dated "Diocese of New Jersey, Burlington, June 10th, 1852," and subscribed with your name as Chairman, "by order of the Committee" to which it referred. The note informs me that "the Committee appointed by the last annual Diocesan Convention of New Jersey, held at Newark, on the 26th and 27th days of May, 1852, to make a full investigation of all the charges contained in a paper, in the nature of a presentment, signed by the Right Rev. Bishops of Virginia, Maine, and Ohio, against the Right Rev. George Washington Doane, Bishop of this Diocese, and laid on the table of said Convention, will hold an adjourned meeting at the City Hall (late Lyceum), in the City of Burlington, on Monday, the 14th day of June, 1852, at 11 o'clock, A. M., for the purpose of attending to the duties of their appointment,"—of which the printed note further informs me that I thereby have notice, and requests me to attend at said meeting, "with such evidence as I have, or know of, touching such charges, that the same may be examined and investigated by said Committee."

No copy of the paper referred to, containing the charges, has been sent to me with the notice, and no such copy is in my possession; but I have seen a printed paper purporting to be a copy of "a communication from William Halstead, Caleb Perkins, Peter V. Coppuck, and Bennington Gill, to the Bishops of Virginia, Ohio, and Maine," containing certain charges against Bishop Doane; and I have also seen a printed paper purporting to be a copy of a presentment by the said three Bishops against Bishop Doane; and presuming that the copies I have seen were true copies of the originals, and that one of them was a true copy of the paper your notice refers to, I reply to your notice and request as follows:

In regard to the specific matters charged against Bishop Doane in both these papers, excepting those which include my name, I have no evidence

to give. My information in regard to the matters specifically charged is, with that exception, derived from hearsay.

In regard to the charges which include my name, I deem it proper to say, that the communication of them by the four laymen to the three Bishops, was without my privity or previous knowledge; and the same is true of the presentment. Several years ago, Bishop Doane made an unauthorized use of my name, and I repudiated his act, and vindicated myself against it, in the manner I saw fit; but in the existing prosecution before the Bishops of the Church, and also in the investigation by your Committee, I am neither the accuser of Bishop Doane as to this matter, nor his excuser. I stand, where, at least, in regard to a commission of inquiry, I have a right to stand,—in the position where the matter was left by the parties.

Reserving myself altogether as to my future answer, if I shall be called to give evidence before the tribunal to which the presentment has been made, my answer to the Committee since appointed for the investigation of the charges against Bishop Doane, is, that I do not deem it my duty to attend at the meeting of which I have received notice.

I remain, respectfully, Sir,

Your obedient servant,

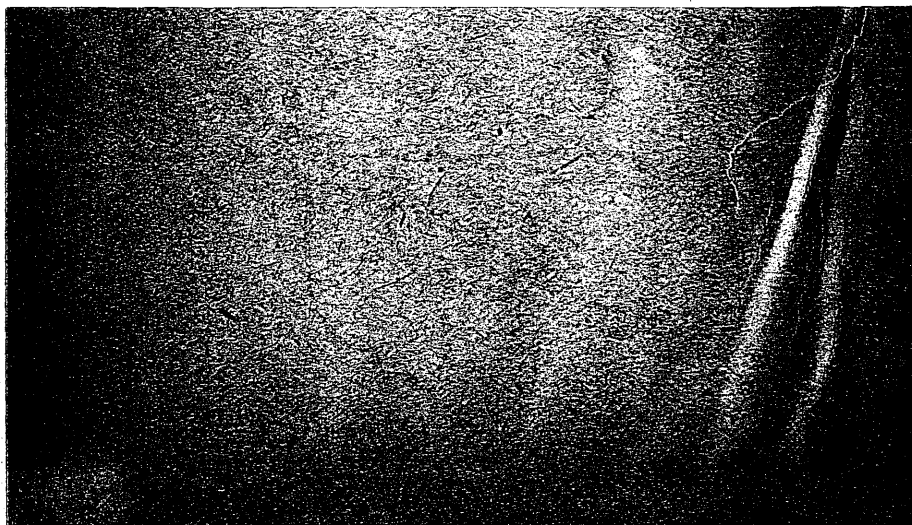
HOR. BINNEY.

To D. B. RYALL, Esq., *Chairman*.*

[* It is proper for me to state, that before receiving Mr. Ryall's notice to appear, which this letter recites, I had been asked by a gentleman having some relation to the presentment of Bishop Doane by the three Bishops, whether I would appear before the Court of Bishops upon that presentment, and give evidence; and that to this inquiry I replied, that I would answer the question when the court should cite me to appear.—H. B.]



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